

MORTGAGE BOOK 154 17786

(No. 52A)

The Outlook Printers, Publisher of Legal Blanks, Lawrence, Kansas

This Indenture,

Made this 9th day of July

A. D. 1969, between Harvey Houchin and M. Ruth Houchin, his wife

Wellsville

of the first part, and in the County of Franklin and State of Kansas

Baldwin State Bank

Baldwin City, Kansas

of the second part.

Witnesseth, That the said parties of the first part, in consideration of the sum of Twenty Five Hundred and no/100 - - - - - DOLLARS, to them duly paid, the receipt of which is hereby acknowledged, have sold and by these presents do grant, bargain, sell and Mortgage to the said party of the second part its successors heirs and assigns forever, all that tract or parcel of land situated in the County of Douglas and State of Kansas, described as follows, to-wit:

All of Lots Five (5), Six (6), Eighteen (18) and Sixteen (16), in Paradise Hills Subdivision, located in that part of the East Half (E $\frac{1}{2}$) of the North Thirteen (n. 13) adrs of the West Forty-Five (W. 45) acres of the Northwest Quarter (NW $\frac{1}{4}$) of Section Thirty-Five (35), Township Fourteen (14) and Range Twenty (20), in Douglas County, Kansas

with all the appurtenances, and all the estate, title and interest of the said parties of the first part therein.

And the said Parties of the First Part

do hereby covenant and agree that at the delivery hereof they are the lawful owner of the premises above granted, and seized of a good and indefeasible estate of inheritance therein, free and clear of all incumbrances

This grant is intended as a mortgage to secure the payment of Twenty Five Hundred and no/100 Dollars, according to the terms of one certain note this day executed and delivered by the said Parties of the First Part to the said party of the second part

and this conveyance shall be void if such payments be made as herein specified. But if default be made in such payments, or any part thereof, or interest thereon, or the taxes, or if the insurance is not kept up thereon, then this conveyance shall become absolute, and the whole amount shall become due and payable, and it shall be lawful for the said party of the second part its successors heirs and assigns, at any time thereafter, to sell the premises hereby granted, or any part thereof, in the manner prescribed by law; and out of all the moneys arising from such sale to retain the amount then due for principal and interest, together with the costs and charges of making such sale, and the overplus, if any there be, shall be paid by the party making such sale, on demand to said

heirs and assigns

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and delivered in presence of

Harvey Houchin

Harvey Houchin

(SEAL)

M. Ruth Houchin

(SEAL)

M. Ruth Houchin

(SEAL)

(SEAL)

STATE OF KANSAS,

County of Douglas

BE IT REMEMBERED, That on this 9 day of July A. D. 1969

before me, the undersigned a Notary Public

in and for said County and State, came Harvey Houchin and

M. Ruth Houchin, his wife

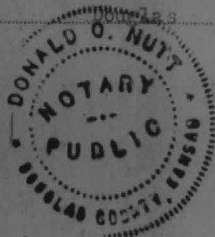
to me personally known to be the same person who executed the foregoing instrument of writing, and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal on the day and year last above written.

My Commission expires 3/8/ 1970

Donald O. Nutt

Notary Public



Recorded July 11, 1969 at 9:32 A. M.

By: Janice Beem Register of Deeds
She Neustifter, Deputy